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Monica Borne Haab
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November 8, 2004

Via Overnight Delivery

Executive Secretary's Office
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: EveryCall Communications, Inc CLEC Application

04-00262

Dear Sir:

Enclosed please find an original and 13 copies of the following in response to Staff Data Requests:

- 1) A letter from EveryCall President, Kyle Coats, describing additional funding available to EveryCall
- 2.) Amended Pre-Filed Testimony providing detailed the funding available to EveryCall for current and future use.
- 3.) Amended Pre-Filed Testimony providing an expanded description of EveryCall's financial and technical ability to provide telecommunications service in the State of Tennessee
- 4.) Projected financial statements for the first three years of operation including Balance Sheet, Income Statement and Statement of Cash Flow.
- 5) Statement of Cash Flow for year-end 2003
- 6.) Informational Tariffs for review purposes only. Tariff No. 1 governs interexchange service and Tariff No. 2 governs local exchange services.

Should you have any questions regarding this application, please do not hesitate to call.

Sincerely,



Monica Borne Haab

cc: Kyle Coats, EveryCall

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

APPLICATION OF **EVERYCALL COMMUNICATIONS**)
INC. FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE COMPETING LOCAL)
AND LONG DISTANCE TELECOMMUNICATIONS)
SERVICES IN TENNESSEE)

PRE-FILED TESTIMONY OF KYLE COATS

I, Kyle Coats, do hereby testify as follows in support of the application of EveryCall Communications, Inc. for a Certificate of Convenience and Necessity as a competing telecommunications service provider to provide telecommunication services throughout the State of Tennessee

Q. Please state your full name, business address, and position.

A My name is Kyle Coats, President of EveryCall Communications, Inc. Our offices are located at 10500 Coursey Blvd., Suite 306, Baton Rouge, Louisiana 70816.

Q. Please briefly describe your duties.

A. I am President of the Applicant EveryCall Communications, Inc.

Q Please describe your business experience and educational background.

A I have a Bachelor of Science Degree from Louisiana State University From 1985 - 1987 I was an Account Representative with Gage Teleco USA in Baton Rouge, Louisiana From 1987 to 1988, I was a Communications Consultant with Telamerica Long Distance. In 1988 I became a Sales Manager for Telamerica where I was responsible for hiring, training, supervising, and evaluating the sales force and developing and implementing incentive oriented compensation plans, among other things. In 1996, I became Vice President of Sales and Customer Service for Telamerica Long Distance where I took on the additional responsibilities of opening sales offices in markets throughout Louisiana, managed the process of becoming a competitive local exchange carrier, and developed and implemented all CLEC products for the Company. In 2000, I became the Manager, Strategic Sales for Eatel which acquired Telamerica in that year.

Q. Are all statements in EveryCall's application true and correct to the best of your knowledge, information and belief?

A. Yes. The statements and representations made in EveryCall's application before the TRA are true and correct to the best of my knowledge and belief

Q. Please describe the current corporate structure of EveryCall.

A EveryCall is an individually-owned Louisiana corporation which has no parent, subsidiaries or other affiliates.

Q. Does EveryCall possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A. Yes As evidenced by its current operations and the almost sixty (60) years combined telecommunications-related experience of its owners/Officers, EveryCall has the managerial and technical abilities needed to provide the requested services on an ongoing basis. Although a start-up entity currently reflecting negative Net Income, EveryCall anticipates a turn around in its current financial state resulting from increased revenue from operations and a decrease in start-up costs associated with initiating operations. The experience of its Officers in developing telecommunications company's from the ground up provides EveryCall with the experience necessary to evolve the company into a profitable entity.

Q Please describe EveryCall's financial qualifications

A EveryCall initiated its operations in Kentucky in 2003, and, due to start-up business expenses and costs associated with obtaining certification in nine states, EveryCall's Net Income for 2003 was (\$236,589.03) However, EveryCall has now obtained its certifications in six of the nine states where applications were filed, and has outlaid the expenses related to obtaining these certifications. In addition, EveryCall is now operating in five of the six states where certified, with operations being initiated in the sixth state at this time. The additional three certifications are expected to be approved within the next three months. These expanded operations will generate additional revenue while expenses are expected to diminish. EveryCall's Net Income for January through July, 2004 was (\$122,428.47), a fifty percent (50%) increase in Net Income which reflects the increase in revenue from expansion of operations. Further evidence of improvement can be seen by looking at EveryCall's Income from sales. For the year-end 2003, EveryCall's Income from Sales was \$12,253.69 and for the seven month period of January through July, 2004, EveryCall's Income from Sales was \$172,502.26. This income did not reflect operations in Louisiana where certification was granted on August 17, 2004, and which is EveryCall's home base.

As seen in this example, EveryCall is on a continued path of increasing revenue which is expected to continue once EveryCall opens for business in Louisiana and the three additional states and begins increasing its customer base. EveryCall is expected to reach cash flow breakeven within by year-end 2004. EveryCall's 2003 financial statements and January - July, 2004 statements were submitted as Exhibit F to the Application.

Q. What sources of funding are available to EveryCall now and in the future?

A. EveryCall has been approved for a \$100,000 bank loan from Union Planters/Regions Bank in 2005 which will provide any additional funding needed in the future

Q. Please describe EveryCalls' managerial and technical qualifications.

A. EveryCall is currently run by myself as President, Jon Seger, CEO/Secretary, and John Brydels, Jr., Chairman of the Board. Mr. John Brydels, Jr. brings with him approximately 20 years of telecommunications and internet-related experience. He was President and CEO of TLX Communications, Inc., a Louisiana-based telecom company from 1984-2000 when he personally negotiated and sold TLX to a larger telecom company. From 2001 -2002, Mr. Brydels was President/CEO of Louisiana Online, Inc., a Louisiana-based internet website company. Mr. Brydels' previous experience as owner of a telecommunications company as well as his educational background in accounting and finance has been invaluable to EveryCall since he became Chairman of the Board of EveryCall in July, 2003.

Jon Seger was owner and Vice President of TLX Communications, Inc. From 1984 - 2000, and acted as Chief Engineer responsible for all technical aspects of the company, including the installation and maintenance of its long distance network. He was also head of the customer provisioning department and technical support department where he oversaw installation and maintenance of customer premise Channel Banks, 1+ Automatic Dialers, and data circuits. After the sale of TLX, Mr. Seger was Owner/Vice President of Louisiana Online, Inc. where he was responsible for web site creation and modification, inventory control, order processing, shipping, telecommunications, and system backup. As Chief Executive Officer and Secretary of EveryCall, Mr. Seger brings another twenty (20) years of experience in the telecommunications and internet-related industries to the Company.

My telecommunications experience began in 1985 when I was an Account Representative for Gage Teleco USA. In 1987 I became a Communications Consultant for Telamerica Long Distance where I was responsible for generating and following up on leads, analyzing potential client's long distance needs, presenting and closing proposals to potential clients, and following-up on customer satisfaction. From 1988 - 1996, I was Sales Manager for Telamerica, responsible for hiring, training, supervising and evaluating the sales force, coordinating marketing activities, and developing and implementing incentive oriented compensation plans. In 1996, I became Vice President of Sales and Customer Service of Telamerica where, among many other responsibilities, I managed the process of Telamerica becoming a competitive local exchange carrier, and developed and implemented all CLEC products. From 2000 - 2002, I acted as Manager, Strategic Sales for Eatel which acquired Telamerica in 2000. I managed Eatel's local sales team in marketing Eatel's products which included facilities-based T-1 and resale dial tone, T-1 internet and long distance service. I have been President of EveryCall since 2003.

As can be seen from the almost 60 years combined experience in all aspects of running a telecommunications company, EveryCall's management team has the experience necessary to provide the services requested in its application on an ongoing basis. Detailed experience profiles of the Company's management team and/or key personnel was attached to the Application as Exhibit E.

Q. What services will EveryCall offer?

A. EveryCall will offer resold long distance and resold and facilities-based local exchange services. Facilities-based local services will be offered only to the extent of establishing an unbundled network element platform (UNE-P) via interconnection with the ILEC.

- Q Will EveryCall offer service to all consumers within its service area?
- A Yes. Services will be offered to all business and residential consumers within EveryCall's service territory
- Q Does EveryCall plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?
- A No. EveryCall will offer local exchange services within the BellSouth service areas
- Q Will the granting of a certificate of convenience and necessity to EveryCall serve the public interest?
- A Yes. By allowing EveryCall to provide the long distance and local exchange services requested, competition within the telecommunications industry will be enhanced which has been shown to result in the offering of higher quality services at lower prices on an industry-wide basis EveryCall intends to provide services at competitive rates to both residential and business consumers.
- Q Does EveryCall intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?
- A Yes.
- Q Has any state ever denied EveryCall or one of its affiliates authorization to provide intrastate service?
- A No.
- Q Has any state ever revoked the certification of EveryCall or one of its affiliates?
- A No.
- Q Has EveryCall or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?
- A No.

Q. Who is knowledgeable about EveryCall's operations and will serve as EveryCall's regulatory and customer service contact?

A. I will initially serve as the Company's regulatory and customer service contact. Should this information change in the future, I will update the TRA with the new information.

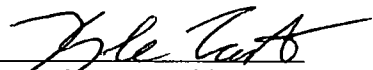
Q. Please explain in detail EveryCall's proposed procedures for responding to information requests from the TRA and its staff.

A. With respect to the Company's application before the TRA, the TRA can forward information requests to Nowalsky, Bronston & Gothard. For ongoing requests for information, the TRA can contact me directly as regulatory contact for the Company.

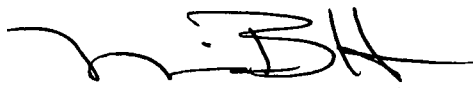
Q. Does this conclude your testimony?

A. Yes.

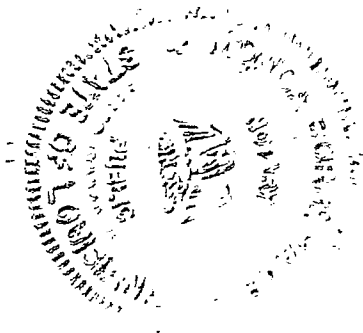
I swear that the foregoing testimony is true and correct to the best of my knowledge.


Kyle Coats, President
EveryCall Communications, Inc.

Subscribed and sworn to me this 1st day of Nov., 2004



MONICA BORNE HAAB
Notary Public, State of Louisiana
My Commission is issued for life.
Notary Number: 25407



EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED OPERATIONS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2004

	<u>Oct-03</u>	<u>Nov-03</u>	<u>Dec-03</u>	<u>Jan-04</u>	<u>Feb-04</u>	<u>Mar-04</u>	<u>Apr-04</u>	<u>May-04</u>	<u>Jun-04</u>	<u>Jul-04</u>	<u>Aug-04</u>	<u>Sep-04</u>	<u>Total</u>
Sales	\$ 10,000	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000	\$ 60,000	\$ 70,000	\$ 80,000	\$ 90,000	\$ 100,000	\$ 110,000	\$ 120,000	\$ 780,000
Cost of Sales	60%	6,000	12,000	18,000	24,000	30,000	36,000	42,000	48,000	54,000	60,000	66,000	468,000
Gross Profit		4,000	8,000	12,000	16,000	20,000	24,000	28,000	32,000	36,000	40,000	44,000	312,000
G&A Expenses	30%	3,000	6,000	9,000	12,000	15,000	18,000	21,000	24,000	27,000	30,000	33,000	234,000
Net Income Before Tax	\$ 1,000	\$ 2,000	\$ 3,000	\$ 4,000	\$ 5,000	\$ 6,000	\$ 7,000	\$ 8,000	\$ 9,000	\$ 10,000	\$ 11,000	\$ 12,000	\$ 78,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED CASH FLOWS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2004

	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Total
Cash Flows From Operations													
Collections on Sales	-	10,000	20,000	30,000	40,000	50,000	60,000	70,000	80,000	90,000	100,000	110,000	\$ 660,000
Cash Expended on Cost of Sales	(6,000)	(12,000)	(18,000)	(24,000)	(30,000)	(36,000)	(42,000)	(48,000)	(54,000)	(60,000)	(66,000)	(72,000)	(468,000)
G&A Expenses	(1,500)	(4,500)	(7,500)	(10,500)	(13,500)	(16,500)	(19,500)	(22,500)	(25,500)	(28,500)	(31,500)	(34,500)	(216,000)
Net Cash From Operations	(7,500)	(6,500)	(5,500)	(4,500)	(3,500)	(2,500)	(1,500)	(500)	500	1,500	2,500	3,500	(24,000)
Cash Flow From Financing Activities													
Advances From Shareholders	8,500	6,500	5,000	5,000	5,000	1,000	1,000	-	-	-	-	-	32,000
Net Cash From Financing	8,500	6,500	5,000	5,000	5,000	1,000	1,000	-	-	-	-	-	32,000
Net Cash Flow	1,000	-	(500)	500	1,500	(1,500)	(500)	(500)	500	1,500	2,500	3,500	8,000
Beginning Cash	-	1,000	1,000	500	1,000	2,500	1,000	500	-	500	2,000	4,500	-
Ending Cash	\$ 1,000	\$ 1,000	\$ 500	\$ 1,000	\$ 2,500	\$ 1,000	\$ 500	\$ -	\$ 500	\$ 2,000	\$ 4,500	\$ 8,000	\$ 8,000

PROJECTED BALANCE SHEET
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2004

Assets

	<u>Oct-03</u>	<u>Nov-03</u>	<u>Dec-03</u>	<u>Jan-04</u>	<u>Feb-04</u>	<u>Mar-04</u>	<u>Apr-04</u>	<u>May-04</u>	<u>Jun-04</u>	<u>Jul-04</u>	<u>Aug-04</u>	<u>Sep-04</u>
Cash	\$ 1,000	\$ 1,000	\$ 500	\$ 1,000	\$ 2,500	\$ 1,000	\$ 500	\$ -	\$ 500	\$ 2,000	\$ 4,500	\$ 8,000
Accounts Receivable	10,000	20,000	30,000	40,000	50,000	60,000	70,000	80,000	90,000	100,000	110,000	120,000
Total Assets	11,000	21,000	30,500	41,000	52,500	61,000	70,500	80,000	90,500	102,000	114,500	128,000

Liabilities and Stockholders' Equity

Accounts Payable	1,500	3,000	4,500	6,000	7,500	9,000	10,500	12,000	13,500	15,000	16,500	18,000
Advance From Shareholders	\$ 8,500	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 31,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Current Earnings	1,000	3,000	6,000	10,000	15,000	21,000	28,000	36,000	45,000	55,000	66,000	78,000
Total Liabilities and Equity	\$ 11,000	\$ 21,000	\$ 30,500	\$ 41,000	\$ 52,500	\$ 61,000	\$ 70,500	\$ 80,000	\$ 90,500	\$ 102,000	\$ 114,500	\$ 128,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED OPERATIONS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2005

	<u>Oct-04</u>	<u>Nov-04</u>	<u>Dec-04</u>	<u>Jan-05</u>	<u>Feb-05</u>	<u>Mar-05</u>	<u>Apr-05</u>	<u>May-05</u>	<u>Jun-05</u>	<u>Jul-05</u>	<u>Aug-05</u>	<u>Sep-05</u>	<u>Total</u>
Sales	\$ 130,000	\$ 140,000	\$ 150,000	\$ 160,000	\$ 170,000	\$ 180,000	\$ 190,000	\$ 200,000	\$ 210,000	\$ 220,000	\$ 230,000	\$ 240,000	\$ 2,220,000
Cost of Sales	60% 78,000	84,000	90,000	96,000	102,000	108,000	114,000	120,000	126,000	132,000	138,000	144,000	1,332,000
Gross Profit	52,000	56,000	60,000	64,000	68,000	72,000	76,000	80,000	84,000	88,000	92,000	96,000	888,000
G&A Expenses	30% 39,000	42,000	45,000	48,000	51,000	54,000	57,000	60,000	63,000	66,000	69,000	72,000	666,000
Net Income Before Tax	\$ 13,000	\$ 14,000	\$ 15,000	\$ 16,000	\$ 17,000	\$ 18,000	\$ 19,000	\$ 20,000	\$ 21,000	\$ 22,000	\$ 23,000	\$ 24,000	\$ 222,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED CASH FLOWS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2005

	<u>Oct-04</u>	<u>Nov-04</u>	<u>Dec-04</u>	<u>Jan-05</u>	<u>Feb-05</u>	<u>Mar-05</u>	<u>Apr-05</u>	<u>May-05</u>	<u>Jun-05</u>	<u>Jul-05</u>	<u>Aug-05</u>	<u>Sep-05</u>	<u>Total</u>
Cash Flows From Operations													
Collections on Sales	120,000	130,000	140,000	150,000	160,000	170,000	180,000	190,000	200,000	210,000	220,000	230,000	\$ 2,100,000
Cash Expended on Cost of Sales	(78,000)	(84,000)	(90,000)	(96,000)	(102,000)	(108,000)	(114,000)	(120,000)	(126,000)	(132,000)	(138,000)	(144,000)	(1,332,000)
G&A Expenses	(37,500)	(40,500)	(43,500)	(46,500)	(49,500)	(52,500)	(55,500)	(58,500)	(61,500)	(64,500)	(67,500)	(70,500)	(648,000)
Net Cash From Operations	4,500	5,500	6,500	7,500	8,500	9,500	10,500	11,500	12,500	13,500	14,500	15,500	120,000
Cash Flow From Financing Activities													
Advances From Shareholders	-	-	(12,000)	(12,000)	(8,000)	-	-	-	-	-	-	-	(32,000)
Net Cash From Financing	-	-	(12,000)	(12,000)	(8,000)	-	-	-	-	-	-	-	(32,000)
Net Cash Flow	4,500	5,500	(5,500)	(4,500)	500	9,500	10,500	11,500	12,500	13,500	14,500	15,500	88,000
Beginning Cash	8,000	12,500	18,000	12,500	8,000	8,500	18,000	28,500	40,000	52,500	66,000	80,500	8,000
Ending Cash	\$ 12,500	\$ 18,000	\$ 12,500	\$ 8,000	\$ 8,500	\$ 18,000	\$ 28,500	\$ 40,000	\$ 52,500	\$ 66,000	\$ 80,500	\$ 96,000	\$ 96,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

PROJECTED BALANCE SHEET
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2005

Assets		<u>Oct-04</u>	<u>Nov-04</u>	<u>Dec-04</u>	<u>Jan-05</u>	<u>Feb-05</u>	<u>Mar-05</u>	<u>Apr-05</u>	<u>May-05</u>	<u>Jun-05</u>	<u>Jul-05</u>	<u>Aug-05</u>	<u>Sep-05</u>
Cash		\$ 12,500	\$ 18,000	\$ 12,500	\$ 8,000	\$ 8,500	\$ 18,000	\$ 28,500	\$ 40,000	\$ 52,500	\$ 66,000	\$ 80,500	\$ 96,000
Accounts Receivable		130,000	140,000	150,000	160,000	170,000	180,000	190,000	200,000	210,000	220,000	230,000	240,000
Total Assets		142,500	158,000	162,500	168,000	178,500	198,000	218,500	240,000	262,500	286,000	310,500	336,000
Liabilities and Stockholders' Equity													
Accounts Payable		19,500	21,000	22,500	24,000	25,500	27,000	28,500	30,000	31,500	33,000	34,500	36,000
Advance From Shareholders		\$ 32,000	\$ 32,000	\$ 20,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retained Earnings		78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000
Current Earnings		13,000	27,000	42,000	58,000	75,000	93,000	112,000	132,000	153,000	175,000	198,000	222,000
Total Liabilities and Equity		\$ 142,500	\$ 158,000	\$ 162,500	\$ 168,000	\$ 178,500	\$ 198,000	\$ 218,500	\$ 240,000	\$ 262,500	\$ 286,000	\$ 310,500	\$ 336,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED OPERATIONS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2006

	<u>Oct-05</u>	<u>Nov-05</u>	<u>Dec-05</u>	<u>Jan-06</u>	<u>Feb-06</u>	<u>Mar-06</u>	<u>Apr-06</u>	<u>May-06</u>	<u>Jun-06</u>	<u>Jul-06</u>	<u>Aug-06</u>	<u>Sep-06</u>	<u>Total</u>
Sales	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000	\$ 330,000	\$ 340,000	\$ 350,000	\$ 360,000	\$ 3,660,000
Cost of Sales	60% 150,000	156,000	162,000	168,000	174,000	180,000	186,000	192,000	198,000	204,000	210,000	216,000	2,196,000
Gross Profit	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	1,464,000
G&A Expenses	30% 75,000	78,000	81,000	84,000	87,000	90,000	93,000	96,000	99,000	102,000	105,000	108,000	1,098,000
Net Income Before Tax	\$ 25,000	\$ 26,000	\$ 27,000	\$ 28,000	\$ 29,000	\$ 30,000	\$ 31,000	\$ 32,000	\$ 33,000	\$ 34,000	\$ 35,000	\$ 36,000	\$ 366,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

STATEMENT OF PROJECTED CASH FLOWS
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2006

	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Total
Cash Flows From Operations													
Collections on Sales	240,000	250,000	260,000	270,000	280,000	290,000	300,000	310,000	320,000	330,000	340,000	350,000	\$ 3,540,000
Cash Expended on Cost of Sales	(150,000)	(156,000)	(162,000)	(168,000)	(174,000)	(180,000)	(186,000)	(192,000)	(198,000)	(204,000)	(210,000)	(216,000)	(2,196,000)
G&A Expenses	(73,500)	(76,500)	(79,500)	(82,500)	(85,500)	(88,500)	(91,500)	(94,500)	(97,500)	(100,500)	(103,500)	(106,500)	(1,080,000)
Net Cash From Operations	16,500	17,500	18,500	19,500	20,500	21,500	22,500	23,500	24,500	25,500	26,500	27,500	264,000

Cash Flow From Financing Activities

Advances From Shareholders	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash From Financing	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	16,500	17,500	18,500	19,500	20,500	21,500	22,500	23,500	24,500	25,500	26,500	27,500	264,000
Beginning Cash	96,000	112,500	130,000	148,500	168,000	188,500	210,000	232,500	256,000	280,500	306,000	332,500	360,000
Ending Cash	\$ 112,500	\$ 130,000	\$ 148,500	\$ 168,000	\$ 188,500	\$ 210,000	\$ 232,500	\$ 256,000	\$ 280,500	\$ 306,000	\$ 332,500	\$ 360,000	\$ 624,000

EVERYCALL COMMUNICATIONS, INC.
BATON ROUGE, LOUISIANA

PROJECTED BALANCE SHEET
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2006

	Assets											
	<u>Oct-05</u>	<u>Nov-05</u>	<u>Dec-05</u>	<u>Jan-06</u>	<u>Feb-06</u>	<u>Mar-06</u>	<u>Apr-06</u>	<u>May-06</u>	<u>Jun-06</u>	<u>Jul-06</u>	<u>Aug-06</u>	<u>Sep-06</u>
Cash	\$ 112,500	\$ 130,000	\$ 148,500	\$ 168,000	\$ 188,500	\$ 210,000	\$ 232,500	\$ 256,000	\$ 280,500	\$ 306,000	\$ 332,500	\$ 360,000
Accounts Receivable	250,000	260,000	270,000	280,000	290,000	300,000	310,000	320,000	330,000	340,000	350,000	360,000
Total Assets	362,500	390,000	418,500	448,000	478,500	510,000	542,500	576,000	610,500	646,000	682,500	720,000
Liabilities and Stockholders' Equity												
Accounts Payable	37,500	39,000	40,500	42,000	43,500	45,000	46,500	48,000	49,500	51,000	52,500	54,000
Advance From Shareholders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retained Earnings	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Current Earnings	25,000	51,000	78,000	106,000	135,000	165,000	196,000	228,000	261,000	295,000	330,000	366,000
Total Liabilities and Equity	\$ 362,500	\$ 390,000	\$ 418,500	\$ 448,000	\$ 478,500	\$ 510,000	\$ 542,500	\$ 576,000	\$ 610,500	\$ 646,000	\$ 682,500	\$ 720,000

EVERYCALL COMMUNICATIONS, INC.

STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2003

(SEE ACCOUNTANTS' COMPILATION REPORT)

Income:

Sales	\$ 13,161
Cost of Sales	<u>10,830</u>
	<u>2,331</u>

Expenses:

Advertising and Marketing	32,237
Billing Expense	3,428
Depreciation	2,588
Insurance	19,824
Licenses and Permits	3,627
Salaries and Related Costs	76,934
Rent	13,877
Bank Charges	744
Legal and Professional	35,400
Printing	20,728
Postage	911
Telephone	4,624
Travel and Entertainment	1,640
Taxes	235
Other Office and Overhead Costs	<u>12,661</u>

Total Expenses	<u>229,458</u>
----------------	----------------

Net Operating Income	<u>(227,127)</u>
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Other Income:

Interest Income	663
Gain on Sale of Investment Securities	<u>10,869</u>

Total Other Income	<u>11,532</u>
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Net Income	<u><u>\$ (215,595)</u></u>
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Interexchange Service Tariff

TITLE SHEET

EVERYCALL COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of interexchange long distance telecommunications services provided by EveryCall Communications, Inc. The Company's principal offices at 10500 Coursey Blvd., Suite 306, Baton Rouge, LA 70816. This tariff is on file with the Tennessee Regulatory Authority ("TRA"), and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY:

Kyle Coats, President
EveryCall Communications, Inc.
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Interexchange Service Tariff

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
7	Original		
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17	Original		
18	Original		
19	Original		
20	Original		

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Interexchange Service Tariff

TABLE OF CONTENTS

Title Sheet	01
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Table of Contents	03
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Section 3. Description of Service	18
Section 4: Rates and Charges...	23

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EveryCall Communications, Inc.
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Interexchange Service Tariff

SYMBOLS

The following are the only symbols used for the purposes indicated below

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

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Kyle Coats, President
EveryCall Communications, Inc.
10500 Coursey Blvd , Suite 306
Baton Rouge, LA 70816

Interexchange Service Tariff

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1 (a)
- D. Check Sheets - When a tariff filing is made, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file.

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Interexchange Service Tariff

SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications

Carrier/Company - EveryCall Communications, Inc , unless specifically stated otherwise

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Day Rate Period - 8 00 a.m. through 4 59 p.m., Monday through Friday.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5 00 p.m through 10.59 p.m , Sunday through Friday

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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Interexchange Service Tariff

SECTION 1 - DEFINITIONS

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11.00 p m through 7:59 a m , every day, 8 00 a m through 10 59 p.m. Saturday, and 8:00 a.m through 4:59 p.m. Sunday.

Normal Business Hours - 8.00 a.m. to 5.00 p.m., Monday through Friday, excluding holidays

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2 1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

2 2 Limitations on Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2 3 Use of Service

Service may not be used for any unlawful purposes.

Services are provided on a monthly basis (30 days) and are available twenty-four (24) hours per day, seven (7) days per week.

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Kyle Coats, President
EveryCall Communications, Inc.
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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2 4 Limitation of Liability

- 2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred
- 2 4 2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.
- 2 4 3 Carrier will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence are subject to the customer's full performance of this tariff and subject to the customer's duty to take reasonable precautions for the protection against hazard or injury

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Kyle Coats, President
EveryCall Communications, Inc.
10500 Coursey Blvd , Suite 306
Baton Rouge, LA 70816

Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.4 Limitation of Liability (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against.

- A Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities, and
- B All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. Customers are responsible for:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations
- B. When placing an order for service, the customer must provide:
 - 1 The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1 The negligence or willful act of the customer or user
 - 2 Improper use of service
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against a third party causing damage.

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made

2.7.3 Deposits

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned to the customer

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EveryCall Communications, Inc
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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2 7 4 Credit Allowance

Credit for failure of service will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions for performance of routine maintenance;
 - 2. Interruptions for implementation of a customer order or change in service;
 - 3. Interruption caused by the customer negligence;
 - 4. Interruptions caused by customer or authorized user provided facilities

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier

2.7.6 Payment and Charges for Services

- A Service is provided and billed on a monthly basis
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff
- D The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.7.6 Payment and Charges for Services (continued)

- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates
- F. Customers will be charged a late payment penalty as set forth in this tariff
- G. Customers will be charged on all checks returned to Carrier by the issuing entity.

2.7.7 Application of Charges

The charge for service are those in effect for the period that service is furnished

2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing 1-800-336-4588.

Any unresolved disputes may be directed to the attention of the Tennessee Regulatory Authority

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues

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EveryCall Communications, Inc
10500 Coursey Blvd , Suite 306
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Interexchange Service Tariff

SECTION 2 - TERMS AND CONDITIONS

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff,
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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Kyle Coats, President
EveryCall Communications, Inc
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

The customer's monthly usage charges for service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which the customer is provided with service. The end of service date is the last day or any portion thereof that service is provided to the customer after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's.

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Kyle Coats, President
EveryCall Communications, Inc.
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Baton Rouge, LA 70816

Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for any mileage sensitive products will be based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

$$\text{Formula} \quad \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods.

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Kyle Coats, President
EveryCall Communications, Inc
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and schedules filed with the Commission.

3.8 Service Offerings

Carrier provides the following services.

3.8.1 Message Toll Service (MTS)

"1+" Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

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Kyle Coats, President
EveryCall Communications, Inc
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Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3 8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) toll free telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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EveryCall Communications, Inc
10500 Coursey Blvd., Suite 306
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Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.8.3 Travel Card Service

A non-prepaid travel service which allows subscribers to place calls by gaining access to the network via a toll free telephone number and personal identification number (PIN) assigned by the Company

3.8 4 Directory Assistance

Directory Assistance is the provision of listed telephone numbers to requesting customers. The Company will not provide directory assistance in Tennessee

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Kyle Coats, President
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Interexchange Service Tariff

SECTION 4 - PRICE SCHEDULES

4 1. Usage Charges and Billing Increments

4 1 1 Usage Charges

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location

4 1 2 Billing Increments

Usage is billed in the increments stated in the product description.

4 1.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4 1.4 Taxes

All rates stated are exclusive of any applicable taxes.

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Interexchange Service Tariff

SECTION 4 - PRICE SCHEDULES

4.2 Outbound 1+ Service

\$0.07 per minute.

Billed in six (6) second increments

4.3 Inbound 8XX Service

\$0.07 per minute.

Billed in one (1) minute increments.

4.4 Travel Card Service

\$0.25 per minute

Billed in one (1) minute increments.

The payphone surcharge stated in Section 4.8 will apply to calls placed to an 8XX number.

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EveryCall Communications, Inc.
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Baton Rouge, LA 70816

Interexchange Service Tariff

SECTION 4 - PRICE SCHEDULES

4.5 Directory Assistance

The company will not provide Directory assistance in Tennessee

4.6 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth herein.

4.7 Dishonored Check Charge

A charge of \$10.00 will be incurred by any person submitting a dishonored check to the Carrier as payment for services

4.8 Pay Telephone (Payphone) Surcharge

A \$0.50 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

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Kyle Coats, President
EveryCall Communications, Inc
10500 Coursey Blvd , Suite 306
Baton Rouge, LA 70816

Local Exchange Service Tariff

EVERYCALL COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE

ISSUED

EFFECTIVE

Kyle Coats, President
EveryCall Communications, Inc
10500 Coursey Blvd , Suite 306
Baton Rouge, LA 70816

Local Exchange Service Tariff

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>
1	Original
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24	Original
25	Original

ISSUED

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Kyle Coats, President
EveryCall Communications, Inc
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Local Exchange Service Tariff

CHECK SHEET (CONTD)

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below

C - To signify change in Meaning of text

D - To signify a decreased rate

I - To signify an increased rate

N - To signify new material

T - To signify text clarification

M - To signify relocation of text without change

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by EveryCall Communications, Inc , to Customers within the local exchange service areas defined herein

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1 Definitions

Account Codes Allows a user to allocate local calls to a digital, non-verified account code

Advance Payment Payment of all or part of a charge is required before the start of service

Authority The Tennessee Regulatory Authority or its successor

Authorized User A person firm, corporation or other entity that is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service

Automatic Call Return Allows the customer to return a call to the last number received by pressing a preassigned number

Call Forward Busy Automatically routes incoming calls to a designated answering point when the called line is busy

Call Forward No Answer Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings

Call Forward Variable Automatically routes incoming calls to a designated answering point, regardless of whether the users station is idle or busy

Call Hold Allows the user to hold one call for any length of time provided that neither party goes On Hook

Call Park Allows a User to park a call against their directory number within the business group and "unpark" the call from any other directory number A business group consists of a series of Customer-defined telephone numbers

Call Pickup Allows a user to answer incoming calls to another station line within a defined call pickup group Call Pickup is provided as either Group Call Pickup, where predesignated groups can pick up each others calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number

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1 Definitions (Contd)

Call Transfer/Consultation/Conference Provides the capability to transfer or add a third party, using the same line

Call Waiting Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS) Used to prevent a station from dialing certain codes and numbers.

Company EveryCall Communications, Inc., which is the issuer of this tariff.

Conference Calling The user can sequentially call additional parties and add them together to create a conference call.

Customer The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP) The pulse type employed by rotary dial station sets.

Direct Inward Dialing (DID) A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

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1 Definitions (Contd)

Do Not Disturb Allows the user to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time

Dual Tone Multi-Frequency ("DTMF") The pulse type employed by tone dial station sets.

Exchange Carrier Any individual, partnership, association, non-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service

Hunting Routes a call to an idle station line With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop

Individual Case Basis (ICB) A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation

Joint User A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charge for such facilities is billed under a joint use arrangement

LATA A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No 82-0192 for the provision and administration of communications services

Least Idle Trunk Selection (LI DL) LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time

Local Calling A completed call or telephonic communication between a calling station and any other station within the local service area of the calling Station

Local Exchange Carrier A company which furnishes exchange telephone service

Mbps Megabits, or millions of Bits, per second

Message Toll Service Provides the customer with the ability to originate a call between points within a Local Access and Transport Area

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1 Definitions (Contd)

Message Waiting This feature provides an indication to a station user that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL) MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("M F") An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBXI key systems.

Non-Recurring Charges The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription Presubscription is an arrangement whereby an end user may select and then designate to a Local Exchange Company an interexchange carrier (IC) to access, without an access code, for interLATA calls. This IC is referred to as the end user's predesignated IC.

Recurring Charges The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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Local Exchange Service Tariff

1 Definitions (Contd)

Service Order The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff¹ but the duration of the service is calculated from the Service Commencement Date.

Services The Company's telecommunications services offered on the Company's network.

Station Telephone equipment from or to which calls are placed.

Three-Way Calling This feature allows the customer to add another person to an existing conversation and have a three-party conference call.

Trunk A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User A Customer or any other person authorized by the Customer to use service provided under this tariff.

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Local Exchange Service Tariff

2 Regulations2 1 Undertaking of the Company2 1 1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Tennessee under the terms of this tariff

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers

2 1 2 Shortage of Equipment or Facilities

2 1 2 1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control

2 1 2 2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company

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Local Exchange Service Tariff

2 Regulations (Contd)

2 1 Undertaking of the Company (Contd)

2 1 3 Terms and Conditions

- 2 1 3 1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and will continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days All calculations of dates set forth in this tariff will be based on calendar days, unless otherwise specified herein
- 2 1 3 2 Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff
- 2 1 3 3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service will continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice Any termination will not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination The rights and obligations which by their nature extend beyond the termination of the term of the Service Order will survive such termination
- 2 1 3 4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard of the State's choice of laws provision
- 2 1 3 5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company

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Local Exchange Service Tariff

2 Regulations (Contd)2 1 Undertaking of the Company (Contd)2 1 3 Terms and Conditions (Contd)

2 1 3 6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2 1 3 7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2 1 3 8 below.

2 1 3 8 The Customer agrees to return all Company-provided equipment within five (5) days of termination of the service for which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2 1 4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

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2 Regulations (Contd)

2 1 Undertaking of the Company (Contd)

2 1 4 Liability of the Company (Contd)

- 2 1 4 1 The liability of the Company for damages arising out of the furnishing of these services including but not limited to mistakes omissions, interruptions delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, will be limited to the extension of allowances for interruption The extension of such allowances for interruption will be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company
- 2 1 4 2 The Company will not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors
- 2 1 4 3 The Company will not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes, any law, order, regulation, direction, action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2 1 4 4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers, facilities or equipment used for or with the services the Company offers

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Local Exchange Service Tariff

2 Regulations (Contd)

2 1 Undertaking of the Company (Contd)

2 1 4 Liability of the Company (Contd)

- 2 1 4 5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities
- 2 1 4 6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor(s)' equipment
- 2 1 4 7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided
- 2 1 4 8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishings of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company

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2 Regulations (Contd)

2 1 Undertaking of the Company (Contd)

2 1 4 Liability of the Company (Contd)

2 1 4 9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining the necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2 1 4 10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence

2 1 4 11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service

2 1 4 12 The Company shall not incur any liability, direct or indirect to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1 "

2 1 4 13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN

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2 Regulations (Contd)2 1 Undertaking of the Company (Contd)2 1 5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facility additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2 1 6 Provision of Equipment and Facilities

2 1 6 1 The Company shall use reasonable efforts to make services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2 1 6 2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2 1 6 3 Equipment installed at the customer premises shall not be used for any purpose other than that for which the Company provided it.

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2 Regulations (Contd)

2 1 Undertaking of the Company (Contd)

2 1 6 Provision of Equipment and Facilities (Contd)

2 1 6 4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities Beyond this responsibility, the Company shall not be responsible for

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission, or
- (b) the reception of signals by Customer-provided equipment, or
- (C) network control signaling, where such signaling is performed by Customer-provided network control signaling equipment

2 1 7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations in accordance with the provisions of 2 3 1(e) In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply

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2. Regulations (Contd)2.1 Undertaking of the Company (Contd)2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the underlying facilities provider

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service Under the rules of the Telecommunications Service Priority System, The Local Exchange Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments The provision and restoration of Telecommunications Service Priority System services will be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

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2. Regulations (Contd)

2 3 Obligations of the Customer

2 3 1 General

The Customer will be responsible for

- (a) the payment of all applicable charges, either non-recurring, recurring, CS, or other charges, pursuant to this tariff,
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer will be subrogated to the Company's right of recovery of damages to the extent of such payment
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air-conditioning necessary to maintain the proper operating environment on such premises,
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2 3 1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, will be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service,

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2 Regulations (Contd)

2 3 Obligations of the Customer (Contd)

2 3 1 General (Contd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e g , friable asbestos) prior to any construction or installation work,
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2 3 1(d) above, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company,
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities, and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes

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Local Exchange Service Tariff

2, Regulations (Contd)

2 3 Obligations of the Customer (Contd)

2 3 2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, any employee or invitee of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees, or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company

2 4 Customer Equipment and Channels

2 4 1 General

A Customer may transmit or receive information or signals via the facilities provided by the Company's underlying carrier

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2 Regulations (Contd)2 4 Customer Equipment and Channels (Contd)2 4 2 Station Equipment

2 4 2 1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment will be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C F R , Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required, however, where prior notice is not practicable, nothing contained herein will be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During a period of such temporary discontinuance, a credit allowance for service interruption, as set forth in Section 2 6 following is not applicable.

2 4 2 2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company's equipment or facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2 4 3 Interconnection of Facilities

2 4 3 1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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Local Exchange Service Tariff

2 Regulations (Contd)

2 4 Customer Equipment and Channels (Contd)

2 4 3 Interconnection of Facilities (Contd)

2 4 3 2 Local Service may be connected to the services or facilities other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections

2 4 3 3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff

2 4 4 Inspections

2 4 4 1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2 4 2 2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment No credit will be allowed for any interruptions occurring during such inspections

2 4 4 2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel The Company will notify the Customer promptly if there is any need for further corrective action Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet

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Local Exchange Service Tariff

2 Regulations (Contd)2 5 Payment Arrangements2 5 1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after a statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2 5 1 1 Taxes The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e g , County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2 5 1 2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and for payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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Local Exchange Service Tariff

2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 2 Billing and Collection of Charges

Bills will be rendered monthly to Customer

2 5 2 1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt

2 5 2 2 The Company shall present bills for all charges monthly in arrears to the Customer
The Company reserves the right to bill any charges in advance at its discretion

2.5 2 3 The company shall present bills for Recurring Charges and usage charges monthly to the Customer in arrears The company reserves the right to bill Recurring Charges in advance based upon its evaluation of the Customers credit worthiness and payment history

2 5 2 4 Amounts not paid within 30 days after the date of invoice are considered past due
A late payment fee of 1 5% per month may be applied

2 5 2 5 A \$20 00 charge will be assessed for checks with insufficient funds or nonexistent accounts

2 5 3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority or its successor in accordance with the TRA's rules of procedure

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Local Exchange Service Tariff

2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 3 Disputed Bills (Contd)

2 5 3 1 The date of the dispute shall be the date on which the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2 5 4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

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Local Exchange Service Tariff

2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 5 Deposits

2 5 5 1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to

- (a) two months' charges for a service or facility which has a minimum payment period of one month, or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month, except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2 5 5 2 A deposit may be required in addition to an advance payment

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Local Exchange Service Tariff

2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 5 Deposits (Contd)

2 5 5 3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2 5 5 4 Deposits held will accrue interest at the rate of 6% per year.

2.5.6 Discontinuance of Service

2 5 6 1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Tennessee Administrative Code, discontinue or suspend service without incurring any liability.

2 5 6 2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2 5 6 3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 6 Discontinuance of Service (Contd)

2 5 6 4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability

2 5 6 5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability

2 5 6 6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability

2 5 6 6 1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2 5 6 6 1 (a-f) if

(a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s), or

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Local Exchange Service Tariff

2 Regulations (Contd)

2 5 Payment Arrangements (Contd)

2 5 6 Discontinuance of Service (Contd)

2 5 6 6 1(Contd)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s), or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used, or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by
 - (d 1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - (d 2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or
 - (d 3) Any other fraudulent means or devices, or

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2 Regulation (Contd)

2 5 Payment Arrangements (Contd)

2 5 6 Discontinuance of Service (Contd)

2 5 6 6 1 (Contd)

(e) Use of service in such a manner as to interfere with the service of other users, or

(f) Use of service for unlawful purposes

2 5 6 6 2 Immediately upon written notice to the Customer of any sum thirty (30) days past due, or

2 5 6 6 3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2 5 5, or

2 5 6 6 4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period, or

2.5 6 6 5 Upon five (5) days written notice, excluding Sundays and holidays, for nonpayment of a bill for service

2 5 6 7 The suspension or discontinuance of service(s) by the Company pursuant too this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance

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2 Regulation (Contd)2.5 Payment Arrangements (Contd)2 5 6 Discontinuance of Service (Contd)

2 5 6 6 Upon the Company's discontinuance of service to the Customer under Section 2 5 6 1 or 2 5 6 2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2 6 Allowances for Interruptions of Service

2 6 1 Credits for Interruptions when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Basic Access or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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Local Exchange Service Tariff

2 Regulation (Contd)

2 6 Allowances for Interruptions of Service (Contd)

2 6 2 Limitations on Allowances

No credit allowance will be made for

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities,
- (c) interruptions due to the failure or malfunction of non-Company equipment,
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements,
- (g) interruption of service due to circumstances or causes beyond the control of the Company

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2 Regulations (Contd)

2 6 Allowances for Interruptions of Service (Contd)

2 6 3 Use of Alternative Service Provided by the Company Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted the Customer must pay the tariffed rates and charges for the alternative service used

2 7 Cancellation of Service

2 7 1 Cancellation of Application for Service

2 7 1 1 Applications for service cannot be canceled, unless the Company otherwise agrees where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below

2 7 1.2 where, prior to cancellation by the Customer the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun

2 7 1 3 The special charges described in 2 7 1 1 and 2 7 1 2 will be calculated and applied on a case-by-case basis

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Local Exchange Service Tariff

2 Regulations (Contd)

2 7 Cancellation of Service (Contd)

2 7 2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2 6 1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2 5 2 all costs, fees and expenses reasonably incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection; early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term

2 8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company

2 9 Notices and Communications

- 2 9 1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed

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Local Exchange Service Tariff

2 Regulations (Contd)

2 9 Notices and Communications (Contd)

- 2 9 2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2 9 3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U S Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2 9 4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2 Regulations (Contd)

2 10 Assistance Programs

2 10 1 Telecommunications Relay Service (TRS)

The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Tennessee, Inc.

Bell South serves as administrator of the funding mechanism and each telecommunications provider is assessed based upon gross revenues.

The following calls may not be placed through the Tennessee Relay Center:

- a Calls to 700 numbers,
- b Calls to time or weather recorded messages,
- c Calls to other informational recordings,
- d Operator handled conference service and other teleconference calls

2 10 2 Link-Up America

Link-Up Tennessee is offered in all exchanges to provide subsidized assistance to qualifying applicants. It is intended to preserve and promote subscribership among low-income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

A Regulations

- 1 Persons wishing to qualify for the credit must meet state certification criteria for eligibility. This credit is available only to residence customers, and will be applied to the non-recurring charges for the establishment of service for a single-telephone line per household at the principal place of residence.
- 2 The subscriber must not be a dependent for federal income tax purposes, unless the customer is more than 60 years of age.
- 3 The customer must meet the requirements of a state established income test.

B Rates and Charges

A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the customer's total non-recurring installation and connection charge.

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2 10 Assistance Programs (Cont'd)2 10 3 Lifeline Assistance Program

The Lifeline Assistance Program adopted by the Tennessee Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate subscriber Line Charge or its equivalent state provided subsidy. The program is available only in conjunction with residence individual line service. The federal and state credits are applied to the local service bills for qualified residential recipients of Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), food Stamps, or Medicaid.

A Application and Regulations

Guidelines for implementation of this program are as follows:

- 1 Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.
- 2 Processing Procedures: The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers subscribing to Lifeline.
- 3 Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third-party) of all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the customer of ineligibility. The ineligible customer's service will be converted to flat rate, unless otherwise requested by the customer.

B Rates and Charges

To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in this Tariff.

1 Lifeline Residence Individual Line Service - Credit

	Monthly Rate
Federal Lifeline Credit	\$6.00
State Lifeline Credit	\$3.50

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Local Exchange Service Tariff

SECTION 3 - SERVICE DESCRIPTIONS

3 1 Timing of Calls

3 1 1 When Billing Charges Begin and End For Phone Calls

The customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3 1 2 Billing Increments

The billing increments for each service is set forth in the individual product rate section.

3 1 3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3 1 4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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Local Exchange Service Tariff

3 Service Description (Contd)3 2 Determining Applicable Rate in Effect for Measured Use Services

For any measured use services, for the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

3 3 Payment of Calls3 3 1 Late Payment Charges

Interest charges of 1 5% per month will be assessed on all unpaid balances more than thirty days old.

3 3 2 Return Check Charges

A return check charge of \$25 00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50 00, \$30 00 if the face value does exceed \$50 00 but does not exceed \$300 00, \$40 00 if the face value exceeds \$300 00 or 5% of the value of the check, which ever is greater.

3 4 Restoration of Service

A reconnection fee of \$25 00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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Local Exchange Service Tariff

3 Service Description (Contd)

3 5 Local Service Areas

The Local calling service areas will coincide with those of the ILEC, unless otherwise specified

3 6 Product Descriptions

3.6.1 Residence Service

Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use, in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters

Residential Basic Access or Local Line service provides the Customer with a single, voice-grade, DTMF communications channel Each Local Line will include a telephone number, as well as access to the service.

3.6.2 Business Services

Business Service is offered for local calling using the facilities of the Company and/or those of other authorized Local Exchange Carriers Business Service is offered primarily to the following

- 1 Offices, stores, factories, mines and all other places of a strictly business nature,
- 2 Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions, and
- 3 Services terminating solely on the secretarial facilities of a telephone answering bureau

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3 Service Description (Contd)3 6 **Product Descriptions, cont.****3.6.3 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.6.4 Directory Assistance

Customers and users of the Company's services (excluding Toll Free services) may obtain directory' assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

A credit will be given for calls to Directory Assistance when,

- 1 The Customer experiences poor transmission or is cut-off during the call,
- 2 The Customer is given an incorrect telephone number, or
- 3 The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions

1. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol 35 #126, which has been registered with the Company will be exempt from Directory' Assistance charges for the first 50 calls within a billing cycle as set forth in Section 3 10 1.
- 2 Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate.

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Local Exchange Service Tariff

SECTION 4 - SERVICE RATES**4.1 Basic Service Monthly Rates****4.1.1 Flat Rate Service**

The following monthly rates apply to Flat Rate Main Station Line Service available only on an individual line basis

A Statewide Monthly

<u>Group Number</u>	<u>Residence</u>	<u>Business</u>
1 (0-12,000)	\$7 67	\$27 05
2 (12,001 - 27,000)	\$8 62	\$30 80
3 (27,001 - 85,000)	\$9 19	\$32 75
4 (85,001 - 300,000)	\$12 03	\$39 05
5 (300,001 - 500,000)	\$12 34	\$39.70

B. Exceptions to Statewide Monthly Rates

The following exchanges have rates in exception to the statewide rates in Section A above

<u>Exchange</u>	<u>Residence</u>	<u>Business</u>
Cedar Grove	\$10 46	\$29 80
Lyles	\$9 14	\$32 70
Big Sandy	\$10 10	\$31 75
Summertown	\$9 19	\$32 75
Bulls Gap	\$9 49	\$33 75
Fork Ridge	\$10 02	\$30 95
Michie	\$10 00	\$36 11
South Fulton	\$9 07	\$28 10
South Guthrie	\$9 07	\$28 10
South Oak Grove	\$10 59	\$32 90

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SECTION 4 - SERVICE RATES (contd)**4.1 Basic Service Monthly Rates (contd)****4.1.2 Measured Rate Service**

The following monthly rates apply to Individual Line or Trunk Measured Rates Service where facilities are available

A. Statewide Monthly Rates

<u>Group Number</u>	<u>Residence</u>		
	<u>Low Use</u>	<u>Standard</u>	<u>Business</u>
1 (0-12,000)	\$3 04	\$5 38	\$18 95
2 (12,001 - 27,000)	\$3 45	\$6 04	\$21 55
3 (27,001 - 85,000)	\$3 65	\$6 45	\$22 95
4 (85,001 - 300,000)	\$4 82	\$8 43	\$27 35
5 (300,001 - 500,000)	\$4 92	\$8 63	\$27/80

B Exceptions to Statewide Monthly Rates

The following exchanges have rates in exception to the statewide rates in Section A above

<u>Exchange</u>	<u>Residence</u>		
	<u>Low Use</u>	<u>Standard</u>	<u>Business</u>
Lyles	\$3 65	\$6 40	\$22 90
Bulls Gap	\$3 81	\$6 65	\$23 65
Cedar Grove	\$4 16	\$7 31	\$20 85
Big Sandy	\$4 06	\$7 06	\$22 25
Summertown	\$3 65	\$6 45	\$22 95

C Usage Allowances

	<u>Usage Allowance</u>
Low Use Residence	\$1 00
Standard Residence	\$7 50
Business	\$10 00

D Usage Rates

The following rates apply for all local usage

	<u>Rate Per Minute</u>
Initial Minute	\$0 04
Additional Minute	\$0 02

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SECTION 4 - SERVICE RATES (contd)

4.1 Basic Service Monthly Rates (contd)

4.1.3 Message Rate Service

The following monthly rates apply to Individual Line Message Rate Main Station Line Service where facilities available

A Local Message Charge

Applies in addition to Individual Line Service charges set forth in Sections B and C below

	<u>Monthly</u>
Per Call charge	\$0 10

B Residence Individual Line Service

1. Statewide Monthly Rates

<u>Group Number</u>	<u>Monthly Rate</u>
1 (0-12,000)	\$3 86
2 (12,001 - 27,000)	\$4 31
3 (27,001 - 85,000)	\$4 62
4 (85,001 - 300,000)	\$6 04
5 (300,001 - 500,000)	\$6.19

2. Exceptions to Statewide Monthly Rates

The following exchanges have rates in exception to the statewide rates in Section B 1 above

<u>Exchange</u>	<u>Monthly Rate</u>
Lyles	\$4 57
Bulls Gap	\$4 77
Cedar Grove	\$5 23
Big Sandy	\$5 08
Summertown	\$4 62

3 Allowance for dialed sent paid local calls

\$3 00

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SECTION 4 - SERVICE RATES (contd)**4 1 Basic Service Monthly Rates (contd)****4.1.3 Message Rate Service (contd)****C Business Individual Line Service****1 Statewide Monthly Rates**

<u>Group Number</u>	<u>Monthly Rate</u>
1 (0-12,000)	\$23 95
2 (12,001 - 27,000)	\$23 95
3 (27,001 - 85,000)	\$23 95
4 (85,001 - 300,000)	\$29 05
5 (300,001 - 500,000)	\$29 75

2 Allowance for dialed sent paid local calls

\$7 50

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SECTION 4 - SERVICE RATES (contd)**4.2 Non-Recurring Charges****4.2.1 Line Connection Charge**

	<u>Residence</u>	<u>Business</u>
First Line	\$41 50	\$58 50
Each Additional Line	\$18 00	\$31 00

4.2.2 Line Change Charge

	<u>Residence</u>	<u>Business</u>
First Line	\$28 00	\$47 00
Each Additional Line	\$15 00	\$15 00

4.2.3 Secondary Service Charge

	<u>Residence</u>	<u>Business</u>
Per Request	\$9 95	\$24 00

4.2.4 Premise Work Charge

The rates below apply to each 15 minute increment or fraction thereof

	<u>Residence</u>	<u>Business</u>
First 15 Minutes or fraction	\$28 00	\$28 00
Additional 15 Minutes or fraction	\$11 00	\$11 00

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SECTION 4 - SERVICE RATES (contd)**4.3 Optional Features****4.3.1 Residence Individual Custom Calling Features**

	<u>Per Line Monthly Charge</u>	<u>Per Use Charge</u>
Call Waiting	\$5 50	
Call Forwarding Variable	\$5 50	
Three-Way Calling	\$5 50	\$0 90 per use
Speed Calling (8-Code)	\$4 00	
Speed Calling (30-Code)	\$4 50	
Call Forwarding - Busy Line	\$1 00	
Call Forwarding - Don't Answer	\$1 00	
Customer Controlled Call Forwarding Busy Line	\$3 00	
Customer Controlled Call Forwarding Don't Answer	\$3 00	
Call Forwarding Busy Line Multipath or Customer Control of Forwarding Busy Line Multipath	\$2 00 per path	
Call Forwarding Don't Answer Multipath or Customer Control of Forwarding Don't Answer Multipath	\$2 00 per path	
Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath	\$3 00 per path	
Remote Access-Call Forwarding Variable	\$6 00	
Call Waiting Deluxe	\$6 50	
Call Waiting Deluxe with Conferencing	\$6 50	
Call Forwarding Don't Answer with Ring Control	\$1 00	
Three-way Calling with Transfer *	\$4 95	
Star 98 Access	\$1 00	
Talking Call Waiting (\$19 95 NRC)	\$3 00	

* Any applicable local or toll usage charges apply to calls originated by the customer

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SECTION 4 - SERVICE RATES (contd)

4.3 Optional Features (contd)

4.3.2 Business Individual Custom Calling Features

	<u>Per Line/Trunk Monthly Charge</u>	<u>Per Use Charge</u>
Call Waiting	\$7 00	
Call Forwarding Variable	\$5.50	
Three-Way Calling	\$6 00	\$0 90 per use
Speed Calling (8-Code)	\$6 00	
Speed Calling (30-Code)	\$6 50	
Call Forwarding - Busy Line	\$4 50	
Call Forwarding - Don't Answer	\$4 50	
Customer Controlled Call Forwarding Busy Line	\$8 00	
Customer Controlled Call Forwarding Don't Answer	\$8 00	
Call Forwarding Busy Line Multipath or Customer Control of Forwarding Busy Line Multipath	\$5 00 per path *	
Call Forwarding Don't Answer Multipath or Customer Control of Forwarding Don't Answer Multipath	\$5 00 per path *	
Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath	\$5 00 per path *	
Remote Access-Call Forwarding Variable	\$10 00	
Call Forwarding Don't Answer with Ring Control	\$5 00	
Three-way Calling with Transfer **	\$7 00	
Star 98 Access	\$2 00	

* Monthly rate per call forwarding path in excess of ten paths

** Any applicable local or toll usage charges apply to calls originated by the customer

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SECTION 4 - SERVICE RATES (contd)

4.3 Optional Features (contd)

4.3.3 Residence Individual Features

	<u>Per Line NRC</u>	<u>Per Line MRC</u>	<u>Per Activation</u>
Call Return	-	\$5 00	\$0 90
Repeat Dialing	-	\$4 00	\$0 90
Busy Connect	-	-	\$0 90
Call Selector		\$4 00	
Preferred Call Forwarding	\$4 00		
Call Block		\$4 00	
Call Tracing		\$4 00	
Caller ID - Basic		\$8 00	
Caller ID Deluxe (with ACR)		\$9 00	
Caller ID Deluxe (without ACR)		\$9 00	
Anonymous Call Rejection		\$3 00	
Calling Number Delivery Blocking - Permanent		\$0 00	

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SECTION 4 - SERVICE RATES (contd)

4.3 Optional Features (contd)

4.3.4 Business Individual Features

	<u>Per Line NRC</u>	<u>Per Line MRC</u>	<u>Per Activation</u>
Call Return	-	\$6 50	\$0 90
Repeat Dialing	-	\$6 00	\$0 90
Busy Connect	-	-	\$0 90
Call Selector		\$5 50	
Preferred Call Forwarding	\$6 00		
Call Block		\$5 50	
Call Tracing		\$7 00	
Caller ID - Basic		\$11 00	
Caller ID Deluxe (with ACR)		\$11 00	
Caller ID Deluxe (without ACR)		\$11 00	
Enhanced Caller ID (with ACR)		\$11 00	
Enhanced Caller ID with Call Management (with ACR)		\$18 00	
Enhanced Caller ID with Call Management (With ACR and Call Forward Don't Answer)		\$18 00	
Anonymous Call Rejection		\$3 50	
Calling Number Delivery Blocking - Permanent		\$0 00	

4.4 Directory Assistance

Maximum of two requests per call

Per Call \$0 59

4.5 Directory Listings

Non-published (Private) Listing	\$4 00
Non-published (Semi-Private) Listing	\$1 30
Business Additional Listing	\$2 10
Business Additional 800 Listing	\$1 30
Residence Additional Listing	\$1 20

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SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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SECTION 6 - SERVICE AREAS

6.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs

- (a) BellSouth Telecommunications, Inc

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